REMARKS

In accordance with the foregoing, claims 4, 10, 11, and 20 are amended herein . No new matter is presented, and approval and entry of the amended claims are respectfully requested.

Claim 21 is cancelled herein without prejudice or disclaimer. Claims 2-5, 10-11, and 20 are pending. Reconsideration is respectfully requested.

Applicants respectfully submit to the Examiner that claim 22 was cancelled in the previous Amendment filed July 14, 2009.

Claim Amendments

Claim 4 is amended herein to recite a method including " . . . selecting at least one insurer from a plurality of insurers based on registered information that satisfies a providing condition of a trading price and a transaction type indicating whether the transaction is either an auction or a trading included in the electronic information, and distributing the solicitation-to-insurance information of each selected insurer, wherein the selecting comprises referencing a definition table that defines providing conditions in accordance with trading prices and transaction types." Claims 10, 11, and 20 are amended herein in a similar manner.

Support for the amendments is found, for example, on page 13, line 18 - page 14, line 12 of the specification. No new matter is presented and entry and approval are requested.

Item 3: Objection to Specification

In item 3 of the Office Action, the Examiner objects to the specification because of the following informalities asserting that:

Reference Character 86 (definition table) is not shown in the figures.
(See, Office Action at page 2).

Applicants respectfully submit that the Examiner's assertion is in error as reference character 86 indicating the definition table is illustrated in Fig. 7.

Conclusion

The objection to the specification should be withdrawn.

Items 5-7: Rejection Of Claims Under 35 U.S.C. §103 For Obviousness

The Examiner rejects independent claims 4, 10-11, and 20 (and dependent claims 2-3 and 5) under 35 U.S.C. §103(a) as being unpatentable over DiMattina (U.S. P. 6,405,177) in view of combinations of Furusawa et al. (U.S.P. 6,934,738), Dickinson et al., (U.S.P. 7,260,724), and Margoscin et al. (U.S.P. 7,003,482).

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The rejections are traversed. Applicants submit that all of the features recited by at least each independent claim are not taught by even an *arguendo* combination of the art of record.

Independent claim 4 recites a method including "cross-checking, . . . electronic information distributed within the server between the buyer and the seller . . . and distributing solicitation-to-insurance information . . . wherein said distributing comprises: selecting at least one insurer from a plurality of insurers based on registered information that satisfies a providing condition of a trading price and a transaction type indicating whether the transaction is either an auction or a trading included in the electronic information, and distributing the solicitation-to-insurance information of each selected insurer, wherein the selecting comprises referencing a definition table that defines providing conditions in accordance with trading prices and transaction types. (Emphasis added). Independent claims 10, 11, and 20 have similar recitations.

That is, according to an exemplary embodiment, as recited by claim 4, for example, one or more insurers are selected referencing a definition table that defines providing conditions in accordance with trading prices and transaction types. That is, a providing condition is based both on a price and whether the transaction would be an auction or a trading.

The Examiner relies on DiMattina as teaching:

> [S]electing each insurer that registered information that satisfies a providing condition of a trading price and a transaction type indicating the transaction is either an auction or a trading transaction (column 1, lines 35 — 47 where DiMattina discloses an electronic commerce model in which a user can bid to make a purchase at a desired cost, where a bid is equated to an auction) included in the electronic information (column 3, lines 48 — 55 and column 4, lines 22 — 64) where DiMattina discloses working with several electronic retailers (i.e. insurers) to select product at a price; in other words, the customer can choose an insurance product from several insurers.

(See, for example, Office Action at page 3).

Applicants submit that the Examiner's interpretation is in error. First, Applicants submit that the Examiner's assertion that the term "bid" disclosed by DiMattina is "equated to an auction" is in error.

As understood by one of ordinary skill in the art, an auction may be defined as a "sale of property to the highest bidder. . . . The essential part is the selection of a purchaser from a number of bidders. (See, for example, Legal Dictionary at <<http://legal-dictionary. thefreedictionary.com/auction>>).

Further, as understood by one of ordinary skill in the art, the term "bid" may be defined as

"an offer to purchase with a specific price stated. It includes offers during an auction in which people compete by raising the bid until there is no more bidding, or contractors offer to contract to build a project or sell goods or services at a given price." (see, for example, Legal Dictionary at <<http://legal-dictionary.thefreedictionary.com/bid>>).

> Dimattina teaches:
>
>> Other B2B models currently include product supply and procurement exchanges, where a company purchasing agent can shop for supplies from vendors, <u>request proposals</u>, and, in some cases, <u>bid to make a purchase at a desired price.</u>

(Emphasis added, See, for example, col. 1, lines 34 -40).

That is, while one definition of "bid" is an offer at an auction, Applicants submit that as understood by one of ordinary skill in the art, Dimattina, instead, uses the term "bid," not to refer to an auction, but in a response to a "request proposal" to make a purchase at a desired price.

Further, Applicants submit that the Examiner is in error in asserting that DiMattina's disclosure of "the customer can choose an insurance product from several insurers" teaches selecting of <u>an insurer</u> from several insurers.

<p style="text-align:center">*   *</p>

Yet further, claim 4 recites, for example, that this selecting of <u>an insurer</u> from several insurers is based on a providing condition of both price and whether the transaction is an auction or a trade. Dimattina teaches no such providing condition.

The Examiner is in error in asserting that Dimattina teaches a selecting of an each insurer.

<p style="text-align:center">*   *</p>

Thus, Applicants submit that the Examiner's reliance on DiMattina is in error as in the support of finding of *prima facie* obviousness.

Applicants submit that nothing in the teaching of the other art of record overcomes these deficiencies in the teaching of DiMattina.

<p style="text-align:center">*   *</p>

Further, the Examiner relies on Furusawa as teaching a definition table. (See, for example, Office Action at page 4).

Applicants submit that the Examiner is in error. By contrast, Furusawa merely teaches:

> The distributing station 40 has a keyword lookup table that defines the relationships between message keywords and their associated handler programs.

<p style="text-align:center">7</p>

(See, for example, col. 5, lines 20-23

That is, Furusawa does not teach a table "that defines providing conditions in accordance with trading prices and transaction types," as recited, 4 for example.

* *

Applicants submit that nothing in the teaching of the other art of record overcomes these deficiencies in the teaching of Furusawa.

Thus, the rejection of each of the independent claims 4, 10, 11, and 20 should by withdrawn and claims 4, 10, 11, and 20 allowed.

* *

Dependent claims 2-3, and 5 inherit the patentable recitations of their respective base claims, and therefore, patentably distinguish over the cited art for at least the reasons discussed above.

Conclusion

Thus, the rejections should be withdrawn and claims 2-5, 10-11 and 20 allowed.

Conclusion

There being no further outstanding objections or rejections, it is submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,
STAAS & HALSEY LLP

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